

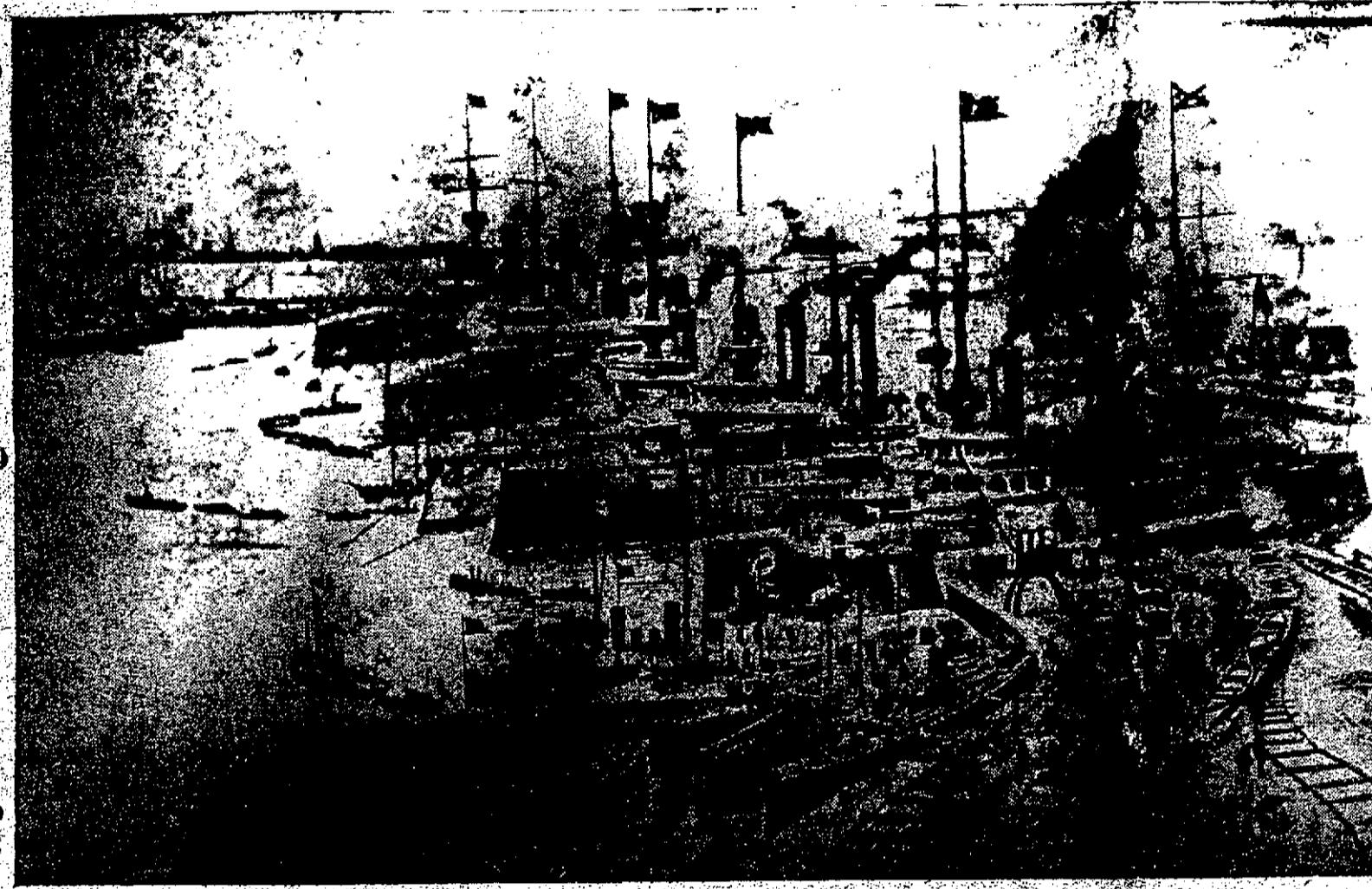
# Hawaiian Gazette

VOL. XXXIX, NO. 53.

HONOLULU, H. T., FRIDAY, JULY 1, 1904—SEMI-WEEKLY.

WHOLE NO. 2608.

## TEN THOUSAND MORE JAPS GO TO THE LIAOTONG BASE



THE RUSSIAN BALTIC FLEET.

According to recent advices Russia's second fleet was being got ready in the Baltic dockyards in anticipation of orders being received for service in the East. The most formidable part of the fleet is the quintet of 13,000 ton battleships, comprising the Borodino, Imperator Alexander III, Orel, Kniaz, Suvaroff and Slava. The description of one—the Borodino—will serve generally for all. She is 397 feet long overall, has a beam of 76 feet, and is protected by a 9-in. belt of Krupp steel which, however, tapers to 4-in. at bow and stern. Below this she is armoured under water as a defense against torpedoes, with 4-in. of Harveyed nickel steel right down to her bilge-pieces; and this is further supplemented by longitudinal bulkheads of 4-in. Krupp steel within board, the space between inner and outer armour being filled with coal. There is not another ship afloat which is protected below water in a such ample manner, though whether it would effect its purpose, or whether it would increase the effect of the explosion of a torpedo is moot point. Above the water line belt only the turrets, hoists and casemates are protected by armour, the two big turrets with 11-in. plating, the secondary turrets with 8-in. and the casemates for the 12-prs. with 3-in. steel. But the belt is reinforced with two protective decks, the upper one at the top of the belt being of 12-in. armour, while the lower one is 3-in. thick on the flat, and 2-in. on the sloping sides. The armament carried is a formidable one. In her two principal turrets are mounted four 12-in. broadside loading guns, in her six secondary turrets are twelve 6-in. quick-firing guns; while in her casemates are twenty 12-pr. quick-firing weapons. In addition she is equipped with twenty 3-pr. and eight 1-pr. guns, besides six torpedo-tubes. She will carry enough coal to travel 8500 miles if she steams at the economical rate of ten knots an hour, and is manned by a crew of 740 officers and men. To the Borodino may be added the Oslyabya and the two old and small battleships, Sissoi Veliky and Navarin.

## Kuropatkin Will Retire Further North. A Japanese Column in His Rear. Siege of Port Arthur Progressing Slowly -- Bandits Derail a Train.

(ASSOCIATED PRESS CABLEGRAMS)

CHEFOO, July 1.—The Japanese have landed another division of 10,000 men on the Elliot islands to assist the campaign against Port Arthur.

The Elliot group is an irregular chain of islands, fifteen miles in extent off the east coast of the Liaotong peninsula. It was seized by the Japanese at the beginning of the war and made a base of naval operations against Port Arthur.

### SIEGE OF PORT ARTHUR.

ST. PETERSBURG, July 1.—The siege of Port Arthur is proceeding slowly. The Japanese have not yet brought their heavy guns within range of the works.

BERLIN, July 1.—It is stated that Gen. Kuropatkin has decided to withdraw to Haicheng.

Haicheng is a walled city on the main line of the railroad, about thirty miles east of Newchwang. Liaoyang is the next important station to the north. Haicheng was captured by the Japanese in 1894, fortified and held for a year.

### BANDITS DERAIL A TRAIN.

TIENTSIN, July 1.—Bandits derailed a train south of Harbin. Thirty-three passengers were killed and fifty-eight injured.

### IN KUROPATKIN'S REAR.

LIAOYANG, July 1.—The Japanese column which forced Mien pass is advancing along the eastern road towards Liaoyang with the object of cutting Russian communications northward of this place while Kuropatkin is operating in the vicinity of Haicheng.

PARIS, June 30.—It is reported that Russia has appealed to France for permission to coal the Baltic fleet at French ports en route to the Far East.

## NEGRO HARRIS GETS FATAL WOUND

## A Shooting Affray Delays Answering In Pantheon Saloon.

Ulysses S. ("Useless") Harris, a negro who has been known about Honolulu for a couple of years as a prize-fighter, was shot and mortally wounded in a drunken brawl in the Pantheon Saloon, Hotel street, at about 9:20 o'clock last night. Harris was taken to the Queen's Hospital and the doctors were working at an early hour this morning in an effort to extract the bullet from his abdomen. E. Geneau, a bluejacket from the gunboat *Wheeling*, is locked up at the police station and is charged with the crime.

Deputy Sheriff Chillingworth gives the police version of the shooting and the events leading up to it, as follows:

"U. S. Harris has been known around town as a pugilist for a long time. He fought 'Sailor' Brown and others at the Orpheum, but lately we have refused to permit his name on boxing

contest programs because of the fact that he has a weak heart. He was in the Royal Saloon yesterday between four and six o'clock with sailor from the *Wheeling*, E. Geneau, and the pair had an argument concerning scientific boxing. Harris claimed that he could guard so that the sailor could not hit him and the sailor maintained that he could hit him. The sailor made several thrusts but did not succeed in getting through Harris' guard. What

started in a good natured argument soon found both men in bad humor and J. S. Gillis, the bartender at the Royal, ordered the men to stop scuffling and to get out of the place. Harris left the saloon and met me in the street outside. He stopped me and said he intended to get from some man on the *Wheeling*, I noticed, that he was slightly under the influence of liquor at that time.

Then it seems that Harris and a colored sailor and Geneau met about seven o'clock at the corner of Hotel and Nuuanu streets, in front of the Hoffman Saloon and there the three had a scuffle. A policeman stopped the fight and has since reported to me that Harris went across the street laughing at the same time at Geneau. The sailor stood in front of the Hoffman and shouted to Harris: 'You wait, I'll fix you.'

"About nine o'clock Harris was with a party of sailors in the Pantheon saloon. Harris was leaning against the makai end of the bar. Suddenly the swinging doors of the saloon opened and Geneau entered. He walked in and pointing a gun at Harris fired.

The other sailors promptly jumped upon Geneau. They knocked him down and kicked him and pounded him in other ways. No one seemed to pay any attention to Harris. Fred Kiley interfered with the sailors and prevented further assaults on the then prostrate man. A bluejacket took the gun away from Geneau and left with it through the back door of the saloon.

In the excitement of the moment no one seemed to notice the sailor who got the gun sufficiently to learn his identity. Harris stood at the bar holding his side.

"Captain Parker, who happened to be

in Hotel street at the time, heard the shooting and entered the saloon, placing Geneau under arrest. The prisoner was at once taken to the police station. The patrol wagon took Harris to the hospital and the doctors are now endeavoring to abtract the bullet from his abdomen.

"I think that Harris has small chances of recovery.

"I had a talk with the man under arrest at the police station. He admits having the gun in his possession but states that he does not know how he secured it. He says that he had no intention of shooting Harris and that he had had no trouble with him during the day. Geneau is middle-aged man. He says he has been in the navy about twelve years.

"P. J. Dillon and Charles Simpson both witnessed the shooting."

"At two o'clock this morning the doctors had finished their operation. Harris was then unconscious and it was impossible to say whether, or not, he would recover. The ball was not removed but the wound was sown up.

The outcome is regarded as very doubtful.

## BLACKMAIL IS STRAUCH'S CRY

## A Shooting Affray Delays Answering To Queries Of Advertiser.

The offices of the "Co-Operative Home Purchasing Society" were crowded yesterday with natives. Many of these were there to learn anything they could regarding the stability of the copartnership running the "Society" or of the "Equitable Underwriting & Trust Company, (Inc.)" which poses as guarantor of the contracts. There were also a number of "new members," people whom the numerous agents of the copartnership had sent to the offices to make out their contracts.

Mrs. Fanny Strauch told all of the members who made inquiries that what the newspapers said of the "Society" was "all hot air" and "blackmail."

An Advertiser reporter visited the offices about five o'clock yesterday afternoon for the purpose of asking questions concerning the outfit. Manager Strauch and his wife, a clerk, and another person were in the main office. He told the reporter that they were too busy counting the day's receipts and looking over the records of the new business of the day to attend to him. The reporter had a list of questions which he thought would facilitate an interview. Strauch took these and said he would write out answers to them. Here are the questions?

How many subscribers have you here?

How much money have you collected? How much money have you loaned? Where do you keep the money you collect? In Honolulu or San Francisco?

In what bank is the money kept?

Do you immediately loan the money collected, to subscribers or do you otherwise invest any part of it?

What commission do you get?

Do you get anything out of this other than your commission?

Has the Equitable Underwriting & Trust Co., any interest in your Society? Does it receive any part of the commission which you retain?

Does it receive any payment other than the \$1 paid to it by the subscriber?

Who are your partners here?

Have you bank references at San Francisco showing the financial standing of the Underwriting Co.?

When was the agreement made between your society and the Underwriting Co., regarding these contracts?

Who acted for the copartnership in making this agreement?

Who is E. T. Rodgers?

Who is C. H. Sedgebeer?

In case any of the subscribers are dissatisfied with your agency can they appoint new agents?

When you make a loan do you demand security for the full amount?

If the applicant cannot give security do you make the loan?

Who in Honolulu has authority to sign the guarantees of the Underwriting Co.?

Up to 2 a. m. the answers had not arrived.

### THE CRY OF BLACKMAIL

"What right has your newspaper to make inquiries regarding us, anyway?" demanded Mrs. Strauch. Without permitting the explanation that perhaps it was a newspaper's duty to look into new financial concerns, Mrs. Strauch denounced the reporter, the editor of the Advertiser, and the Advertiser itself as "blackmailers."

"I knew yesterday when you came in and ask about us that you did not want to become a member or build a house. I knew all you wanted was to blackmail us. You would not be fair anyway. You want us to give you some money to shut up," insisted Mrs. Strauch.

"The people all come here," she continued, "and ask us if what newspaper says is true. It all hot air. We tell them so and they ask to see the cash. We take cash out of safe and count it for them. They know then it's all right. The newspaper tells all hot air. They try to blackmail us. What right have you to talk about us anyway?"

The reporter wished to know who

(Continued on page 5)

# LAWYERS NAG-NAG

## Sharp Retorts In The Halls of Justice.

(From Wednesday's Advertiser.)

Should Dr. Carter of Makao be in sufficiently good health to testify he may be able to clear up some tangled ends in the case of Henriques vs. Jessie Kaai which is now being heard in Judge Robinson's court. On the witness stand yesterday Mr. Henriques stated that Dr. Carter was residing at his home in Nuuanu Valley, and that he had become quite strong physically and mentally, and he believed he would be able to testify concerning the household goods of the Carter homestead upon which the present proceedings are based.

The case was brought by Mr. Henriques in the interest of the Carter minors, alleging that the administratrix, Jessie Kaai, had misused the property, broken the dishes, allowed the fences to become broken down, permitting cattle to trespass, and in toto to neglect her duties as administratrix of the estate of the late Mrs. Carter.

Mr. Ashford appeared for Mrs. Kaai, and Mr. Milverton for Mr. Henriques. There were some sharp retorts during the examination of witnesses, Mr. Ashford making objections by the cartload. At one time Milverton said to

"Where are those things now, Mr. Ashford?"

Mr. Milverton was quite astonished when he got this sharp reply.

"That's none of your business!" During an argument on objection being made by Ashford to the judge, Attorney Milverton stepped up to Mr. Henriques who was occupying the witness chair, the witness whispering something to his attorney. Ashford straightened up at once and said sarcastically:

"This is something new in the practice, since Mr. Milverton returned from his world tour."

The judge thought Mr. Ashford was splitting hairs, and too many of them.

Upon Mr. Ashford's suggestion that if Dr. Carter was in good health he might testify and clear up many tangled points, Judge Robinson said he favored the idea also.

### PARKER RANCH MIX-UP.

During the trial of the Parker Ranch master yesterday morning the retort acidulous passed between attorneys Magoon and Kinney. Kinney represents the Carter interests with several other attorneys, Magoon appearing as counsel for J. S. Low, "next best friend of Annie T. K. Parker," and is also representing Samuel Parker.

"I'd like to know whom Mr. Magoon represents," said Mr. Kinney sharply.

"It's nobody's business whom I represent," returned Mr. Magoon with equal promptness.

"That's just it," said Kinney. "But I presume the Supreme Court might have something to say if you represent both sides of the case."

Judge Gear rendered a decision in re

### A SILLY SAYING.

"It is a common but silly opinion prevailing among a certain class of people that the worse a remedy tastes, smells or hurts, the more efficacious it is." So says a well-known English physician. He further adds:

"For example, let us consider cod liver oil. As it is extracted from the fish this oil is so offensive to the taste and smell that many cannot use it at all, no matter how badly they need it.

Yet cod liver oil is one of the most valuable drugs in the world and it is the greatest pity that we have not thus far been able to free it from those peculiarities which so seriously interfere with its usefulness."

This was written years ago; the work of civilizing and redeeming it has since been triumphantly accomplished; and as a leading ingredient in the remedy called

WAMPOLE'S PREPARATION the oil retains all its wonderful curative properties with no bad smell or taste whatever. It is palatable as honey and contains all the nutritive and curative properties of Pure Cod Liver Oil, extracted by us from fresh cod livers, combined with the Compound Syrup of Hypophosphites and Extracts of Malt and Wild Cherry; creating a medicine of unequalled power for the diseases most prevalent and fatal among men, women and children. There is no other remedy to compare with it. It increases the digestive power of the stomach and in Blood Impurities, Throat and Lung Troubles, Nervous Disease and Scrofulous Affections, it gives quick and certain relief and cure. Dr. G. C. Shannon, of Canada, says

"I shall continue its use with, I am sure, great advantage to my patients and satisfaction to myself." Has all the virtues of cod liver oil, none of its faults. You may trust it fully; it cannot disappoint you. At all chemists

the motion on the motion to transfer the suit in the matter of the removal of the guardian of Annie T. K. Parker, minor. This was a motion of A. W. Carter, the guardian, to transfer the case to Judge De Bolt on the ground that he is properly the judge to hear the case. The decision referred to the rules of the court at some length. The Judge denied the motion on the ground that had the suit gone before any other judge by the Second Judge it would have been an error. It was not a matter of "inheritance" that it should go to Judge De Bolt, the First Judge, as the order appointing Mr. Carter as guardian was made by Judge Stanley, Second Judge.

A new phase of the matter will come up on the motion of J. S. Low, next friend of Annie T. K. Parker, to remove A. W. Carter as guardian. A demurrer was filed by A. W. Carter, and Elizabeth Jane Knight, mother of the minor, has also filed a demurrer through her attorney, J. J. Dunne, and argument on the same was set for Thursday at 10 a. m.

### ALLEN ESTATE REPORT.

Petition in the estate of the late Samuel Allen for allowance of final accounts of the executrix, and hearing on the master's report, came before Judge Gear yesterday morning. The court ordered the executrix and executors to amend their accounts according to recommendations made by the Master, following which the distribution of the Estate can be made. The report covers a period from May 18, 1903, to and including March 31, 1904. The executrix and executors charge themselves with \$436,789.28. The Master says in part:

Bills receivable, \$218,004.95. Included herein are 11 promissory notes of H. A. Jaeger in the sum of \$106,917.70. These notes were payable on demand, bearing interest at the rate of 8 per cent per annum, for which there was hypothecated collateral security as follows: McBryde Plantation Co. bonds par value, \$127,000; Territory Stables Co., Ltd., capital stock per value, \$19,700; bill of sale 120 mules. This account shows these notes to have been paid in full and the receipt of actual cash therefor.

Upon investigation, I find that the transaction was effected, through mutual arrangement of the parties, by the executrix and executors taking over a portion of the collateral hypothecated by Mr. Jaeger, viz: \$13,000 McBryde bonds and accrued interest, at par, amounting to \$115,782.50, and in consideration thereof Mr. Jaeger's notes in the sum of \$106,917.70 and accrued interest, \$8,864.80; total, \$115,782.50, were cancelled and liquidated.

The remainder of the securities being released to Mr. Jaeger. I find also included under this head, partial payment of \$300 January 29th, 1904, on account of H. M. Dow note. This loan was negotiated out of funds which had already been distributed to the trustee by the executrix and executors and should therefore be eliminated.

Substitution of securities, in my opinion, should properly be shown in the account states:

# HOME BUILDING SCHEME TO BE LOOKED INTO SOON

## Unknown Backers of a Local Enterprise—Portuguese and Natives Investing in a Concern of Doubtful Standing.

(From Wednesday's Advertiser.)

By the next mail to San Francisco enquiries will go forward from several banks and business concerns regarding the Equitable Underwriting and Trust Company, (Inc.) which a new local company advertises as guarantor of its business. The local company, "The Co-Operative Home Purchasing Society," P. E. R. Strauch, Manager, has been doing an extensive trade with Portuguese and natives during the past couple of months. These people have paid into it a considerable amount of money for the purpose of ultimately securing loans with which to build homes. As some of these natives, under the plan of the society, may not secure the loans promised them for several years and some considerable amounts of their money will be in the custody of the "Society" during the intervening time they have naturally looked for the guarantor that their money will be safe in such hands. The "Society" turns out to be a co-partnership consisting of but three partners.

The trust company, which is backing the Strauch company, is either not very well known, a new corporation or a corporation which is hiding its light under a basket. No local bank or commercial house among a number seen yesterday could give the Advertiser any information concerning it and, although the concern advertises as "The Equitable Underwriting and Trust Company of San Francisco, Cal., Incorporated," no such name as that appears in the 1903 San Francisco directory. The corporation however may have been organized since the 1903 directory was prepared.

The "Co-Operative Home Purchasing Society, a co-partnership, of Honolulu, Territory of Hawaii," has offices at 74 South King street. In its pamphlets it states: "This Society has been organized in Honolulu, T. H., for the purpose of securing a Home for every family in the Territory of Hawaii, and it is to be known as the Co-Operative Home Purchasing Society."

In the opening part of its pamphlet it is stated:

### "PROTECTION AND GUARANTEE."

"The Equitable Underwriting and Trust Co., (Inc.) capital \$500,000.00 fully paid. Guarantees the payment of our contracts. This affords absolute security to the contract holder. The fee is \$1.00 for each contract.

"The above Trust Company is one of the strongest corporations in existence. When they guarantee our contracts, we must have an investment contract as near perfect as possible, and we have made every provision for safety and stability. Co-Operative Home Purchasing Society. Per P. E. R. Strauch, Manager.

"The Equitable Underwriting and Trust Company of San Francisco, California, (Incorporated): Thos. T. Lyon, Manager American Chemical Co., President; Robert B. Smith, Ex-Governor of Montana, 1st Vice President; Geo. F. Hall, Bellingham Bay Lumber Co., 2nd Vice President; F. G. Kaufman, Secretary; Depository, Western National Bank; Capital (fully paid), \$500,000.00."

On September 16, 1903, P. H. Burnett secured a judgment against P. E. R. Strauch for \$2944.50. This judgment has not been satisfied and on Thursday Strauch is to be examined in Judge Robinson's court as a judgment debtor. The court, in its examination, may learn considerable of the affairs of the Society.

One of the leaflets issued by Strauch says:

"Honolulu, May 18, 1904.

"Mr. P. E. R. Strauch, Manager Co-Operative Home Purchasing Society, 928 Fort St., Honolulu.

"Dear Sir: I wish to thank you for all the money your Society gave me to pay off my mortgage and enough to repair my house. I now can save the 13 per cent interest I had to pay on my mortgage. I feel very glad that your society has helped me so promptly, as I had paid into the society only \$12.80 and I received \$400.00 from your society. In a short time I will have paid off spot cash.

"Your society of which I am a proud member, has saved my house and home and I shall always thank you for helping me and my family.

"Your society of which I am a proud member, has saved my house and home and I shall always thank you for helping me and my family.

"As your highest aim is to help each member of your society out of trouble, I know that thousands of families in the Hawaiian Islands will join our society, co-operate with us, and be blessed by it.

"I shall tell all my friends about your work.

"Expecting to see the number of our society reach into the thousands soon.

"I remain,

"Yours with aloha,  
ROBERT CLARK,  
City Repair Shop, 1043 Bethel Street,  
Honolulu."

### "CRIMP" McCARTHY

### PLEADS IGNORANCE

(From Wednesday's Advertiser.)

"Crimp" McCarthy, through his attorney, yesterday morning pleaded guilty in Judge Dole's court, to the charge of having boarded vessels and solicited sailors for certain boarding houses. His attorney said that McCarthy had unlawfully violated the law, knowing nothing of a recent amendment. Assistant District Attorney Dunne thought a small fine would be sufficient. Sentence was deferred until Friday.

B. S. Edwards, a boarding house runner pleaded not guilty, through his attorney, Mr. Hogan. The latter consulted the occupants of the room with incisive effort, which was mainly an incoherent and sizzling mass of words. Hogan doubted the constitutionality of the order of the Federal Government prohibiting shipmasters from boarding vessels to solicit trade. Edwards' case will come up for trial on Friday.

As to whether or not McCarthy knew of the amendment, the same was

published in the Advertiser some months ago, a copy having been obtained from U. S. Shipping Commissioner Holt, who posted the order and had the information otherwise distributed. Many copies have recently been mailed here, and one received by a foreign consul the other day, reads as follows:

### SOLICITING SEAMEN AS LODGERS.

Department of Commerce and Labor, Washington, April 18, 1904.

To the Collectors of Customs, U. S. Shipping Commissioners and others: Your attention is invited to the act approved April 13, 1904, entitled: "An act to amend section forty-six hundred and seven of the Revised Statutes, relating to soliciting seamen as lodgers," which reads:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section forty-six hundred and seven is hereby amended by adding thereto the following: "This section shall apply to vessels of the United States engaged in the foreign trade and to foreign vessels."

Sec. 2. That this act shall take effect one month after its passage.

On and after May 13, 1904, section 4607 of the Revised Statutes will read as follows:

If, within twenty-four hours after the arrival of any vessel at any port in the United States, any person, then being on board such vessel, solicits any seaman to become a lodger at the house of any person letting lodgings for hire, or takes out of such vessel any effects of any seaman, except under his personal direction, and with the permission of the master, he shall, for every such offense, be punishable by fine of not more than fifty dollars, or by imprisonment for not more than three months. This section shall apply to vessels of the United States engaged in the foreign trade and to foreign vessels.

## EDITS PAPER NEAR RUINS OF LUCKNOW

Benjamin Aitken, late editor of the Indian Daily Telegraph at Lucknow, India, was a through passenger yesterday on the Aorangi, en route to England. Mr. Aitken has been a resident of India for the past twenty years, and editor of the Telegraph for three years.

The city of Lucknow is famous as having been the scene of the most memorable British defense during the Sepoy uprising. Mr. Aitken states that the ruins of the various compounds and places used by the beleaguered garrison, are most carefully preserved by the government in memory of the brilliant heroism of the men and women who successfully held the place.

It is an object lesson in heroism to the British nation which causes the government to preserve the ruins to posterity.

The editor states also that at Lucknow are buildings which existed under the Mahometan Empire, and still have a magnificent appearance.

## BISHOP & CO. ARE AGENTS FOR OLAA

(From Wednesday's Advertiser.)

The agency of Olaa plantation has been transferred from the B. F. Dillingham Company to Bishop & Co., and at the same time John Watt succeeds F. B. McStockier as manager of the plantation. Mr. Watt left on the steamer Kinau yesterday to assume his new duties. Mr. McStockier has been manager of the plantation since work was begun on it in 1899.

The new board is composed of the following: Alexander Garvie, E. A. Mott-Smith, Walter F. Dillingham, G. W. Ewart, A. W. Van Valkenburg and D. W. Anderson. C. H. Atherton retires from the board. Alexander Garvie succeeds Elmer E. Paxton as treasurer of the plantation and A. W. Van Valkenburg retains his old position as secretary.

S. M. Damon, of Bishop & Company, says that the contracts signed will be held in escrow, pending the completion of certain financial arrangements now being made on the Coast.

John Watt, the new manager, is well known to the sugar men of the islands and has had an extensive experience as a plantation manager.

### Road Board Matters.

Among the changes in road boards that of Sheriff Baldwin, who has resigned as a member of the Wailuku Road Board. C. D. Lufkin, of the bank at Wailuku, may be his successor. Supt. of Public Works Holloway has also appointed C. E. Wright to the South Hilo Road Board in succession to Sheriff L. A. Andrews. J. A. Scott and Henry Deacon have resigned from the same board and have been succeeded by John T. Moir and George Rose Moir being the chairman. E. D. Jenkins has been succeeded by Martin Porter at Waianae, Oahu, and Judge Hookean succeeds R. Fern.

CHAMBERLAIN'S Colic, Cholera and Diarrhoea Remedy is everywhere acknowledged to be the most successful medicine in use for bowel complaints. It always cures and cures quickly. It can be depended upon even in the most severe and dangerous cases of cholera morbus dysentery and diarrhoea. It should be taken at the first unusual looseness of the bowels. Sold by all dealers and druggists.

Benson, Smith & Co., Ltd., agents for Hawaii.

WIRELESS WINS POINT.

Demurrers of both defendants were overruled yesterday by Judge De Bolt in the injunction suit of Inter-Island Telegraph Co. vs. Lihookalani and A. M. Brown, High Sheriff, and they were given ten days in which to answer the complaint.

DIVORCE.

Judge De Bolt will this morning hear the divorce case of Caroline Coton vs. Edward Colton. The grounds alleged against the husband are habitual intemperance, cruelty and desertion. As the defendant stated he lived at Sausalito, Cal., the case waited since October last for publication of summons.

NEWSPAPER ARCHIVE

# COMMISSIONS OF JUSTICES

## Good Till Senate Has Acted On Them.

(From Thursday's Advertiser.)

The commissions of Chief Justice W. F. Frear, Alfred S. Hartwell and F. M. Hatch, constituting the Supreme Court of the Territory of Hawaii, were received from Washington in the Coptic mail. They are "recess commissions" extending only to the end of next session of Congress. The appointments will be submitted to the United States Senate at next session for confirmation and when confirmed new commissions will be issued extending to the end of the four-year term. This is the Federal practice regarding appointments the Constitution requires the President to make with the advice and consent of the Senate. Under the Republic of Hawaii, having a similar provision as to recess appointments being until the end of next session of the Senate, commissions in recess were issued for the full terms of the offices and remained in force when the appointments were confirmed. New commissions were only required when the Senate failed to confirm appointments.

The Supreme Court adjourned at noon yesterday until July 11.

W. R. Castle vs. Kapiolani Estate, Ltd., writ of error, had previously been argued and submitted. D. L. Withington appeared for plaintiff in error, and S. H. Derby for defendant in error.

# TREASURY DECISIONS

## Appeals of Hawaiian Concern Passed Upon.

Following are two recent decisions issued by the Treasury Department of local interest one having to do with Cerable paint and the other with sake:

### Arabic Cooling Compound.

**Paint—Pigment—Unenumerated Article.** So-called "Arabic cooling compound," composed chiefly of carbonate of lime and some with a substantial admixture (20 per cent.) of red oxide of iron, not possessing the necessary characteristics of paint or pigment, is not dutiable at 30 per cent. under paragraph 58 of tariff act of 1897, but is dutiable at 20 per cent. under section 6 of said act, as an unenumerated manufactured article.

United States General Appraisers, New York, June 13, 1904.

In the matter of protest 576081 of California Feed Company (Limited), against the assessment of duty by the collector of customs at the port of Honolulu.

Before Board 1 (Lunt, Sharrets, and McClelland, General Appraisers).

**McClelland, General Appraiser:** The merchandise covered by this protest is avowedly "Arabic cooling compound." It was returned by the appraiser as "paints" and duty was assessed thereon at the rate of 30 per cent. ad valorem under the provisions of paragraph 58 of the tariff act of 1897. Protestants claim it to be a non-enumerated manufactured article and subject to duty at 20 per cent. ad valorem under the provisions of section 6 of said act.

A somewhat similar article, imported by the same protestants and similarly assessed for duty, was held by the Board in an unpublished decision dated August 3, 1901 (48303b), to be a non-enumerated manufactured article dutiable at 20 per cent. under section 6. In that case a sample of the merchandise was submitted to the Government chemist in the office of the appraiser at the port of New York, who reported it to be "impure calcium carbonate," while two samples of the merchandise here under consideration, submitted to the same officer, are reported to be composed of materials as follows:

### Sample "R."

	Per cent.
Calcium carbonate (carbonate of lime)	48.12
Calcium sulphate (dry)	16.66
Ferric oxide (red oxide of iron)	19.95
Alumina (oxide of aluminum)	2.75
Sodium chloride (common salt)	2.49
Moisture (water)	1.85
Insoluble rocky residue, sand clay, etc.	8.18
	100.00

### Sample "W."

	Per cent.
Calcium carbonate (carbonate of lime)	68.74
Calcium sulphate (dry)	20.13
Alumina (oxide of alumina)	1.48
Moisture (water)	1.65
Ferric oxide	0.32
Sodium chloride (common salt)	1.58
Insoluble rocky residue	6.10
	100.00

We are at a loss to appreciate why the merchandise should have been returned as "paints," for both samples before us are in the form of dry powder. The question for consideration, as it seems to us, is whether the merchandise is pigment. An examination of the analyses satisfies us that neither of the samples exhibits the requisite essentials which pigments must possess to fit them for use in the manufacture of paints, and that, if they could be used at all for this purpose, it could be only after changes in condition resulting from the admixture of other substances involving labor and expense, which would make such use altogether improbable.

We, therefore, find that the merchandise is not paints, and, as there seems to be no other provision of the tariff in which it is provided for, we believe the claim of the protestants to be well founded and therefore sustain the protest, reversing the decision of the collector. Reliquidation will follow.

### Sake.

*Nishimiya v. United States.* U. S. Circuit Court, Southern District of New York, May 25, 1904. Suit 3451.

**Sake—Similitude—Wine—Beer—Ale—Unenumerated Article.**

Section 7, tariff act of July 24, 1897, provides that any unenumerated article which is similar either in material, quality, texture or the use to which it may be applied to any article enumerated as chargeable with duty, shall pay the same rate of duty which is levied on the enumerated article which it most resembles in any of the particulars before mentioned." In regard to sake, a Japanese alcoholic beverage made from rice by processes similar to those employed in making beer, which resembles still wine in its percentage of alcohol, which in quality is only remotely similar to wine or beer, though in some respects like either in point of use, held that the article is not sufficiently similar to wine to warrant its classification as such under paragraph 266 of said act, nor to beer or ale to permit its assessment as either under paragraph 267 of said act, but that its proper classification is as an unenumerated manufactured article under section 6 of said act.

Application to review a decision of the Board of General Appraisers.

The decision in question was an unpublished one of November 14, 1903, which related to an importation by W. Nishimiya at the port of New York.

The Board of General Appraisers affirmed the assessment of duty by the collector of customs at that port, on the

authority of *In re Hackfield*, G. A. 5334 (T. D. 24410). Note *In re Woono*, G. A. 2785 (T. D. 15302). Compare *Murphy v. Armon* (66 U. S. 131).

**Townsend, Circuit Judge:** The merchandise in question is sake, imported from Japan. The Board of Appraisers finds that it is a beverage made from rice by processes similar to those employed in making beer, but which, in alcoholic strength, quality, general appearance, and otherwise resembles still wine, and therefore held it to be dutiable at 50 cents per gallon, by similitude to still wines, containing more than 14 per cent. of absolute alcohol, under the provisions of paragraph 266 of the tariff act of 1897.

The importer protests on the ground that the beverage is dutiable either as ale or beer, under the provision of paragraph 267 of said act, either directly or by similitude, or as a non-enumerated manufactured article under section 6 of said act.

This beverage is neither ale, beer, nor still wine. It is similar to ale or beer in that the material from which it is made is rice, and in the fact that it is beer or ale, fermented with yeast. It is more like wine than beer in its quality, as the percentage of alcohol contained in it is about 17 per cent, while the percentage of alcohol in beer ranges between 3 1/2 and 9 per cent, and in wine between 7 1/2 and 16 per cent. A test of the sample by taste and smell and examination indicates that it is only remotely similar in quality to either wine or beer. In use it is like either liquid, being drank for flavor and exhilaration; it is unlike them in that it is ordinarily drunk hot. In quality it is more like wine in the sense that it is still wine.

The disappearance of Kekuka brought the duplication of assignments of his warrant out more clearly than it would have under ordinary circumstances.

There is just the semblance of a "scandal" in the matter, for Acting Governor Atkinson yesterday addressed notes to various heads of departments calling their attention to the practice and advising them to inform certain employees to refrain from continuing it in the future.

Not only has the Auditor's office found that Kekuka duplicated his order, but an employee of the Board of Health also duplicated his order. All claimants are alike and equal in the eyes of the auditor, the "first come, first served" rule is not followed. The Auditor simply holds up the warrant until the claimants "fight it out amongst themselves" or the employee adjusts the matter.

The procedure in assigning warrants is about as follows: An employee obtains several blank receipt or assignment checks. He fills out one stating that "John Doe," employee of the department of \_\_\_\_\_, whose salary is \$50 assigns his warrant for the month of June to "Richard Roe." On the back is the indorsement space. The assignee's name is written on the back together with the signature of the assignor. If any of those orders are duplicated by the assignor, the orig-

# GAVE TWO ORDERS ON PAY AND THEN DISAPPEARED

## James Kekuka, a Copyist in the Bureau of Conveyances Turns Up Missing—Frequent Device to Stand Off Creditors.

James Kekuka, copyist in the Bureau of Conveyances, left that office during the month, generally presented by the assignee. About the 25th of the month the auditor's force begins making out the warrants. Assignments are checked, and the warrant is made out to the assignee, as per the account of the assignor. When more than one assignment appears then there is trouble.

In the case of Kekuka, his disappearance came on Friday, June 24, or the day before the Auditor is generally supposed to make out the warrants. From this it would appear that Kekuka understood he might be questioned and rather than do this, left his position.

Registrar Merriam stated yesterday afternoon that he could not understand why Kekuka left his position. He was one of the most rapid copyists in the office where he had been employed since 1901. There was absolutely no opportunity for him to meddle with the funds of the Bureau. He had been discharged since his disappearance, the discharge dating from June 25. It is said that Kekuka's father lives at Waialua and that he has possibly gone to visit him.

A prominent government official, in commenting on the case said:

"This comes of men in government employ borrowing money from money-sharks down town who charge ten per cent interest per month. It's usury and nothing short of robbery. I hope to see a law passed by the next Legislature directed against Shylocks of this kind. The government employees are making these money sharks rich, and are keeping themselves poor. Once in it, it is hard for them to ever get out. I know of one man receiving \$175 per month who pays these sharks ten per cent interest every month, or \$17. That means \$204 interest per annum on \$2040 salary."

The procedure in assigning warrants is about as follows: An employee obtains several blank receipt or assignment checks. He fills out one stating that "John Doe," employee of the department of \_\_\_\_\_, whose salary is \$50 assigns his warrant for the month of June to "Richard Roe." On the back is the indorsement space. The assignee's name is written on the back together with the signature of the assignor. If any of those orders are duplicated by the assignor, the orig-

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Entered at the Postoffice of Honolulu,  
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WALTER G. SMITH, Editor.

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FRIDAY : : : : JULY 1

## TERRITORIAL DEVELOPMENT.

In opposition to the views of a leading citizen against permanent immigration to the Hawaiian Islands and in favor of reliance upon tourists, the Kona District may be cited. In that district, which is not alone, it is certain that the soil and the climate are admirably fitted for small farms and for the comfortable support of large population. The experiment there has been fully tried, and, even under adverse conditions, its manifest success has demonstrated the proposition.

The village or town of Kailua sleeps by the margin of the ocean. Its long, straggling thoroughfare, and the vacant spaces by the side of and in the rear of the houses, are chiefly occupied by donkeys, sometimes called Kailua nightingales, who have vitality enough to bray their steady discontent with present conditions.

Emigrating and ambitious American citizens, embracing a few contributions from the mainland and some educated and restless natives, chafe under the torpidity of business and the dull monotony of killing time and soliciting activity.

There is no hotel, not even a stage line, and the listless apathy is nourished by the music of the waves and of the breeze, and only varied by fishing canoes in the rippling water, and by the occasional and brief inroad of wagons and buggies, when the local steamer arrives or departs.

Kailua should be and ultimately will be a centre of enterprise and prosperity. It already has been a scene of life and the absence of some essential conditions, perhaps the application of political opium, has induced temporary stupefaction.

A drive through the surrounding country, towards the higher ridges, even to a casual observer, soon explains the apparent enigma. On all hands, in the rocky lava formation, crumbling into fertile soil, the lantana flourishes. As cleared spaces are reared and cottages and scattered residences begin to meet the eye, the possibilities of Kona are revealed. Small coffee farms, chiefly leased and occupied by Japanese and Portuguese, and cultivated in the most primitive methods, line the upper road. Banana and papaya trees, loaded with fruit, are frequent. There are a few vineyards or rather patches used for the cultivation of the grape, the healthy appearance of which proves that the hillsides are nearly as well adapted to this lucrative industry as the banks of the Rhine or the picturesque vine-producing regions of France, Italy, Spain, Portugal and California.

The Kona Sugar Company's lands, in their virtual abandonment, invite the substitution of capital, labor and thrift for litigation and controversy.

An experimental sisal plantation, fairly started,

is another evidence of productive capacity. Jacob L. Cooper, on his place, has shown that the moist soil and the temperate climate are suited to the growth of the apple and other northern fruits.

Everywhere rocks are abundant, but the soil is luxuriant. The clearing labor has been and can be utilized in the construction of stone fences, impervious alike to weather and to the abrasions of time.

On the American continent or in Europe, in corresponding localities, fine residences, as solid and durable as feudal castles, have been erected, principally out of the materials lying on the ground.

The oldest church in the territory is at Kailua. In the neighborhood are several unpretentious but commodious schoolhouses, in which the general thirst for education is assuaged.

On the mountain slope, a consecrated woman has established and maintains an excellent home for orphans.

Civilization is not merely beginning, but is considerably advanced, through the energy of a very limited number of individuals,

in some degree backed by the government.

Roads have been built and are being improved. High up on the sleepy range an engine on a short narrow gauge railroad once in a while snorts a demand for industrial revolution.

With all these proofs of adaptability, with all these opportunities for growth, what is it that isolates the Kona District and holds it back? The answer is apparent to those who study the situation. It needs a change and an increase of inhabitants of the right sort. It is said that the Japanese in the entire Kona district number two thousand, and they are probably the most conspicuous element in production.

American immigration, an influx of men from the mainland, who have some money, genuine energy, and actual experience in the settlement of new regions, which is equally serviceable in backward communities, would exert an immediate and a magnetic influence.

There is no more desirable citizen than the intelligent American farmer. But he will not ordinarily settle on leased land. When he clears and improves from forty to a hundred and sixty acres, and localizes his family, he wants an indefensible title.

Landowner almost ruined Ireland. It will not do much better in the horticultural parts of Hawaii. The land system of the United States was framed for the multiplication of homes and has proved one of the most important factors in securing national wealth and popular contentment. The division of so much of the island soil as is fitted for small farming among citizens

## THE HOME PURCHASING SOCIETY

It is reported on good authority that the Co-operative Home Purchasing Society is taking in from two to three thousand dollars a month from the people of these islands, mainly natives and Portuguese. The Society, so far as we are able to learn, is managed by a man named Strauss, who is now being sued by P. H. Burnette to collect a debt, and it consists of his wife, a sister of George Markham; E. T. Rodgers, identity not known, and C. H. Sedgbeer, who is supposed to be an employee of the Fire Department.

The method by which the money is obtained is made clear in a circular. A man who wants to get a home is invited to subscribe for as many \$500 loans as he desires, paying \$40 per month on each chance to qualify himself for the loans up to the time when the money may be available. His turn comes in the order of his subscription and if he is the 150th man he must wait until all ahead of him are served when he has a chance to BORROW BACK HIS OWN MONEY and some more, build the house and pay for it again out of his further subscriptions. In a case cited in the circular a man got his \$1000 home paid for in 100 months, or between eight and nine years.

This method of doing business may produce the result indicated providing the custodians of the money are securely bonded in a responsible concern, are personally responsible and are under the strict surveillance of a local corporation law—not the law of New Jersey or North Dakota, but of Hawaii. Unless such conditions are observed there is no certainty that the subscribers will ever get their money back.

The thing for anyone to do who is asked to go into the Co-operative Home Purchasing Society is to satisfy himself on these points:

I. Is the Society backed by a solid financial institution with a Dun or Bradstreet rating?

II. Are its local managers people of property and financial responsibility, and are they under bonds that can be enforced?

III. Does the Society deposit its funds in any bank?

IV. If not, why not?

What guarantee is there that those who hold the money will do what they have agreed to do?

V. Are the contracts for loans signed by anyone whom it would be worth while to sue?

VI. Is the business of the Society subject to the oversight of the Territorial Auditor, or any other responsible official?

These are the usual test questions of responsibility which men who ask the privilege of keeping other people's money for them expect to meet. Have they been put to the Co-operative Home Purchasing Society? And is it enough for the Society to say that its "books are open?" The question brought up is not one of bookkeeping but of FINANCIAL RESPONSIBILITY.

## THE PARKER RANCH LITIGATION.

This litigation is very important and is attracting much attention, both in Honolulu and on the Island of Hawaii.

The ranch consists of about 300,000 acres. The main business is that of raising and selling cattle and other stock. It was started by John P. Parker, the grandfather of Colonel Samuel Parker, prior to 1864, and has since been greatly enlarged. In his will, made in 1864, John P. Parker divided his property chiefly between his son, John P. Parker Junior, and his grandson, Colonel Parker, and desired that it be continued. The second John P. Parker and Colonel Parker, who was his nephew, were in partnership, and Colonel Parker is the surviving partner. John P. Parker the second, by his will, in addition to other devises and bequests, divided his land and stock between Colonel Parker and John P. Parker, his son, designated as John P. Parker the third, of whom he appointed Colonel Parker the guardian, and requested that the business be continued so long as it was profitable. It has been continued and developed and has always been lucrative. In the same will last mentioned, it was provided that, if John P. Parker the third died under the age of twenty, his lawful issue should take his share. He died before he reached that age, and his daughter, Annie T. K. Parker, inherited that share. About four years ago A. W. Carter was appointed guardian of her property, and since then has managed the ranch and business, dividing the profits between his ward and Colonel Parker, with whom and with whose attorney in fact and trustee, Fred. Wunderberg, he has been accustomed to consult.

Recently Colonel Parker and Mr. Wunderberg determined to change the manager and appointed Eben P. Low to supersede Mr. Carter, who claims that, under an agreement with Colonel Parker, he took the guardianship and was to be the sole and exclusive manager of the ranch. Mr. Low demanded the transfer of the property, under authorization from Colonel Parker and Mr. Wunderberg, which Mr. Carter refused and brought a suit for partition, at Kailua, before Judge Edings, late Judge of the Third Circuit, on June 9th, against Colonel Parker, Mr. Wunderberg and Mr. Low. In that suit, when commenced, Judge Edings issued an ex parte injunction against the defendants. June 13th, also ex parte, he appointed E. E. Conant receiver, under a bond of \$50,000.00, with Henry E. Cooper of Kinney, McClanahan & Cooper as surety. This appointment was made on an affidavit of Mr. Cooper, showing the commencement of a suit in Honolulu, the substance of which will be briefly stated. There is another bond for \$50,000 running to the defendants, and a third bond for \$5000 on the issue of the injunction.

On June 10th, in his capacity of surviving partner, Colonel Parker brought the suit last mentioned before Judge Gear, who issued an order to show cause why an injunction against A. W. Carter should not be granted, and this order has been heard but is still pending. Messrs. Magoun and Lightfoot represented Colonel Parker and Hatch & Ballou, Robertson & Wilder and Kinney, McClanahan & Cooper, A. W. Carter, the guardian. Still an-

other proceeding, but between Eben P. Low, as the "next friend" of the minor, Annie T. K. Parker, to have Mr. Carter removed from the guardianship, which is also pending before Judge Gear.

In the first suit at Kailua, on June 1st, Henry E. Highton served notice of motion to dismiss the case, on the ground that the term of Judge Edings expired June 6th, and that there was no judge, therefore, of the Third Circuit Court, before whom the suit could be brought or who had authority to act in advance of the qualification of Judge Matthewman, June 14th. The same point had been made before Judge Gear. Mr. Highton also served and filed an elaborate demurrer to the complaint and a motion to vacate the ex parte injunction and the ex parte order appointing a receiver, which had been confirmed by Judge Matthewman, June 17th. The motion is based on full affidavits by Colonel Samuel Parker and Mr. Wunderberg. These matters came before Judge Matthewman on June 23rd at Kailua, when Mr. Wilder of Robertson & Wilder, on several affidavits, applied for a continuance, which was opposed by Mr. Highton and, as to the motion to dismiss and the demurrer, refused, but granted until Saturday, July 2nd, on the motion to dissolve the injunction and to remove the receiver, affidavits on Mr. Carter's behalf to be served by June 29th. The motion to dismiss and the demurrer were argued by Mr. Highton and Mr. Wilder and submitted on briefs to be filed within fifteen days. On Saturday next at Kailua, the remaining important motion is to be argued. A petition by the receiver for the appointment of Mr. Maydwell as his advisory counsel was presented last Monday morning, but Judge Matthewman postponed it, until after the hearing of the motion set for Saturday. An application by the receiver for the enlargement of the order appointing him, so as to permit him to collect money due to the Parker Ranch in Honolulu has also been held over till that motion is heard.

This is the present aspect of the complicated and far-reaching litigation in relation to the Parker Ranch.

## AT PORT ARTHUR.

The statement that the Japanese are building a fort back of Port Arthur beyond the range of the Russian guns—which are not of highest power—may mean that Nodzu intends to bombard from safe ground, somewhat as Gen. Gilmor did in front of Charleston during the American Civil War. Another object may be to make the besieging line secure against a sortie. If a siege begins in due form, several forts may be built and entrenched positions gradually attained nearer and nearer the enemy's lines. One may confidently look for the use by the Japanese of siege guns of extraordinary power. In this Nodzu's men will have a marked advantage, the Russian guns, excepting those taken from the ships, being the Chinese outfit captured by the allies at Tientsin during the Boxer trouble and shipped by Alexleff to Port Arthur—a prize, as things turn out, of moderate value.

We notice in the Japanese newspaper a growth of doubt about the ability of the little brown men to carry Port Arthur by storm. The belief that the place will have to be reduced by siege is prevalent. This view accords with that of those who have been on the ground and who realize how much nature has done to assist science in making the place impregnable. Port Arthur is the Gibraltar of the East. Given a large and brave garrison, well-fed and healthy, and it ought to be able to repel any attacking force however big and intrepid.

Crossing of the Yalu. Kullencheng. Fengwangcheng. Landing at Pitze-wo. Nanshan Hill. Vafangow. Tellus. Kaiping or Kaichau. The above are the important land engagements so far reported between the Japanese and Russians in this war and every one was a Japanese victory.

Manoel Tavares Furtado and Joseph S. Terry were yesterday admitted to full practice in the Territorial courts, taking the attorney's oath before Chief Justice Frear.

Treasurer A. J. Campbell was regis-

tered salary warrants yesterday in advance, so that the beneficiaries will not need to lose any time over that process today.

John Kauai, a young Hawaiian, was sent to the Reform School yesterday morning by Judge Lindsay. He is to remain in the government's care during his minority.

Mrs. Harbord and Miss Ovenshine,

daughters of Gen. Ovenshine, U. S. A.,

may be passengers for Manila in the

transport leaving San Francisco tomorrow. The troopship will call here.

It is reported that the Gilbert Islanders sent home some months ago, through the persevering efforts of Rev. Dr. Bingham, would like to return to Hawaii. This is a land of plenty in contrast to their poor isles. Some of them have gone to Fanning Island under contract as laborers.

An agreement has been reached between Superintendent Holloway and the Bishop Estate to refer the Kalihii reservoir site question to arbitration, as preferable to fighting it out in condemnation proceedings. The arbitrators selected are Harry Armitage, J. F. Morgan and A. V. Gear.

It is reported that Colonel Macfarlane

may go on the Mongolia to the

East, to select a new manager for the

Royal Hawaiian Hotel, to succeed the

late Manager F. M. Smith. It is also

reported that a local gentleman may be

selected for the position, and this is

being urged on Colonel Macfarlane by his co-directors of the Hotel corporation.

Sam. Decker is confined to his home with a fractured leg caused by a fall from an electric car.

The Associated Charities will hold its

annual meeting at the Chamber of

Commerce Wednesday, July 6, at 3

p. m. Judge Dole will deliver an ad-

dress.

Henry E. Highton leaves on the Ma-

una Loa for Kailua today, to attend

to the argument tomorrow on the mo-

tion to vacate an ex parte order ap-

pointing a receiver in the Parker Ranch

case. The hearing is set before Judge

Matthewman. Mr. Highton represents

Colonel Parker, Fred. Wunderberg and

Eben P. Low.

The Republican Club of the second

precinct of the Fourth District declared

in favor of renominating Prince Kuhio

as Delegate to Congress. It elected the

following executive committee: Frank

Kruger, William Aylett, Col. Jones, W.

T. Rawlins and Manuel Cook. Judges

of election chosen were E. Kopke, Capt.

A. Dabel and H. Kaa.

The Catholic Ladies' Aid Society will

hold its last meeting until October at

the Convent at 3 o'clock this afternoon.

## LOCAL NEWS

(From Wednesday's Advertiser)

Joe Kauhi, aged about twelve years,

was arrested yesterday on a charge of

disobedience to his parents.

Charles Lycurgus is in Newchwang.

A cablegram from him was received

by George Lycurgus yesterday.

# LONG LEGAL COMBAT ON

## All Day Argument Only Starts Fight.

All day long yesterday eloquence arising in Judge Gear's courtroom filled the Judiciary building and was at times plainly audible outside for some distance. It was argument on demurrers to the petition of J. S. Low, as next friend of Annie T. K. Parker, a minor, for the removal of Alfred W. Carter from the office of guardian of said minor.

J. J. Dunne, who demurred on behalf of Mrs. Elizabeth Knight, the minor's mother, opened the attack. S. H. Derby of Kinney, McElroy & Cooper, who demurred on behalf of the guardian, rose to follow Mr. Dunne, but a legal friend whispering to him something to the effect that time about was fair play he reserved his thunder. Arthur A. Wilder and A. F. Judd were also ranged at the guardian's end of the row.

Besides arguing against the form of the proceeding, which he claimed was irregular in caption as otherwise for its intended purpose, Mr. Dunne contended strongly that the petition was utterly barren of facts and contained nothing but conclusions of law. In short, his argument was that no reasons were given for the removal of the guardian. As to the charge of exorbitant commissions he quoted a lot of authorities to the effect that a guardian's compensation was not limited to statutory commissions; while he pointed out that the commissions Mr. Carter drew were not in excess of what the statute allowed. The books were also quoted to show that the guardian had a right to appoint his brother, F. W. Carter, as agent and practical manager of the Parker Ranch in which, as often reported, the minor owns a half interest. Another contention was against the right of Mr. Low to sue as next friend of the minor, they being not nearer than of the eighth degree of consanguinity toward each other. "Mr. Low," as the attorney put it, "was enough of a stranger to the minor to marry her."

Mr. Dunne, in his remarks on compensation, mentioned that he had fought out the matter in the 11th Hawaiians. Judge Gear having asked in what respect he answered that he was then guardian ad litem for the same minor.

J. Lightfoot, on rising to reply for the petitioner, stated that his part would be to produce authorities in support of the petition and against the attack just made upon it, while Mr. Magoo would follow him in a more elaborate argument on the issues. Starting with the proposition that the argument against the form of proceeding was simply the making of a distinction "between tweedleum and tweedledee," he gave citations to show that the only difference between a petition and a motion was that the former must be reduced to writing while the latter might be presented *viva voce*. Recess interrupted his remarks, but Mr. Lightfoot resuming at 2 p. m. spoke for an hour and twenty minutes further. He contended that there was enough in the petition to justify the court in removing the guardian upon a showing of facts which the respondent was trying by demur to avoid.

J. Alfred Magoo followed his associate, taking until about 4:20 when the hearing was continued until 10 o'clock this morning. His effort at the outset was to represent the tactics of guardian's counsel from the beginning as dilatory. It was absurd to claim that the petition, with the affidavits back of it, was not sufficient to bring the guardian before the court for examination as to his doings. The court if apprised of such a state of facts as alleged would be in duty bound of its own motion to take cognizance of the matter. Holding the contrary would be to maintain that a guardian might plunder his ward's estate at will if a near relative did not intervene and bring him to account. It would be equal to saying that the court was powerless unless downright robbery and stealing were charged. Another thing emphasized by counsel was the proposition that the partition suit brought by Mr. Carter, which if successful would be ruinous to his ward was sufficient ground in itself for his removal.

### SLAVE TO DRINK

Caroline Colton was granted a divorce from Edward Colton by Judge De Bolt yesterday on the ground of non-support. Libellee was not represented in court but a letter from him to his wife was produced, dated at Guatemala, C. A., Oct. 21, 1902, in which he said he was running an engine there under a year's contract on the expiration of which he would return to Honolulu. Colton said he could not stop drinking in California, hence tried Central America as a battle-ground against his bane. He expressed himself as much ashamed of his treatment of Mrs. Colton and asked her to pray for him.

### COURT NOTES

Deputy Sheriff John Fernandez of Ewa returned unsevered a bench warrant for Taguchi, indicted for "being present in a place where gambling is

# PROVISION FOR HAWAII AT OREGON CENTENNIAL

## Act of Congress Devotes the United States Buildings In Part to Exhibit From Hawaii.

### BLACKMAIL IS STRAUCH'S CRY.

Continued from Page 1.)

held the power of attorney, acted as agent here, or signed the guarantees on each \$500 contract for the "Equitable Underwriting & Trust Co.", which, for the sum of one dollar, is supposed to guarantee that for a period of ten years and five months the Co-Operative Home Furnishing Society" (run by a co-partnership consisting of E. T. Rodgers, C. H. Sedgebeer, and Fanny Strauch) will carry out its obligations to the man holding the \$500 contract. Mrs. Strauch declared that it was well known and that it was not necessary to say anything more about the responsible men who were its directors on the Coast. Strauch said he would answer that question in writing.

Strauch had the books before him showing how many members there are in the society and how much they have paid into it and stated that these are at any time open for the inspection of a member.

The reporter had called first at the offices about 3:30 and found them filled with natives. Strauch said he was too busy then to answer questions but told the reporter he could return at five o'clock. At five o'clock the reporter called and found the party looking over the books. The reporter asked if Strauch were ready to see him. He said he was too busy then. The reporter asked if he could wait. Strauch said: "You can stand there at the door if you like but I don't know if I will talk to you. You are only trying to blackmail us anyway."

The reporter then entered but Strauch would answer none of the questions and said everything that had been printed was "hot air" but that he would answer all questions in writing. Mrs. Strauch was excited and said that a newspaper that wanted to blackmail them with "hot air" could not hurt them. Pointing to a small safe in the corner of the room she said that all the cash collected was in the safe and that members of the society had counted it and found it to be all right.

Earlier in the day a reporter had called at the office and asked for sample copies of the contracts of both the Co-Operative Society and the Trust Company but the clerks refused to furnish these upon learning that the man came from the Advertiser office.

### NO LOANS WITHOUT SECURITY.

P. E. R. Strauch, manager of the Co-Operative Home Purchasing Society, in talking to a reporter of the Advertiser on Tuesday, gave some interesting points concerning the loans made by the concern. The reporter asked Strauch what the Society would do in case a man had paid in \$40 per month for thirty months, or until his turn to receive a loan should come, when he came forward to receive the loan.

"If I had been allotted the loan of \$500 and I had paid in a large portion of this amount in monthly installments before receiving the loan, would I, at the time of receiving the loan, be obliged to give you security that I would repay it?"

"Certainly. It would not be good business for us to make the loan without getting the best of security," replied Strauch.

"Well, suppose I had paid in my due regularly for thirty months and at the time my loan was ready could not give you any security for it. What would the Society do for me?"

"You would have to give the security," said Strauch, "or we could not make the loan."

### A Wonderful Discovery

This is the age of research and experiment when all nature, so speak, is rankled by scientific, the comfort and happiness of man has indeed made giant strides during the past century, and among the by no means least important discoveries in medicine comes that of Thiersot. His preparation is unquestionably one of the most genuine and reliable. Past and present medical men have, we understand, been used in the continental hospitals by Ricord, Rosan, Robert, Veipan, Mikonovens, the well-known Charnier, and indeed by all those who are regarded as authorities in such matters, including the celebrated Lallemand, a Frenchman who was some time ago informed, advised, and that it would be worth the attention of these men to seek such a remedy we think there is no doubt. From the time of Aristote's down-wards, a potent agent in the removal of these diseases has (like the famed philosopher stone) been the object of search of some hopeful, generous mind, and it is not to be denied that such a stone could have been discovered, were it not that the heavier metals into gold and silver the discovery of a remedy so potent as effectually, speedily and safely to expel from the system the poisons of acquired or inherited disease is in all their protein forms as to leave no stain or trace behind. Such is the New French

stone, which has been particularly prepared with, if not the pre-eminence of many of the discoveries of our day, about which so little exten-sion and notice have been made, and the extensive and ever-increasing demand that has been created for this medicine wherever it is introduced appears to prove that it is destined to become the universal remedy for all the diseases that were formerly the sole reliance of medical men.

Thiersot may be obtained in England direct from the proprietor, and of the principal Chemists and Mercers throughout the Colonies, India, China, Japan, etc. - Diamond Fields Advertiser, Kimberley.

Editor Advertiser: Hawaii is given

an unprecedented opportunity of making an exhibit at a universal fair, by special provision in an Act of Congress authorizing the Federal Government to participate in the Lewis and Clark Centennial Exposition at Portland, Oregon, next summer. Such provision is that of accommodation for a Hawaiian exhibit.

From the wording of the section relating to buildings, it may not be too much to expect that, with prompt action on the part of our people, an exclusively Hawaiian building to cost

anywhere from \$15,000 to \$25,000 might be obtained out of the Federal appropriation. If not that, at all events the Territory of Hawaii will not be meanly treated in the matter of space when the quarter of a million dollars for United States buildings, in part specifically devoted to a Hawaiian exhibit, has been expended.

With accommodation for Hawaii provided without cost, doubtless at the very center of the Fair, the expense of, making a telling exhibit would be comparatively trifling. There is a fairly perfected plan extant from the defeated purpose of a St. Louis exhibit, with probably also some of the imperishable articles collected yet available. Indeed, the magnificent educational exhibit prepared for the Louisiana Purchase Exposition is not only intact but mostly packed already for shipment.

Transportation, with steamers direct to Northwestern ports, ought to be inexpensive.

Whatever may be said for and against the value of exhibits at great fairs, the affirmative in this particular case ought to have manifold force in the circumstances. Discussions, more or less desultory, arise at both ends of the line every now and again upon the question of promoting trade between Hawaii and ports on the Northwest Pacific Coast. An exposition in that quarter would afford an excellent chance for Hawaii to illustrate to business men and consumers there just what Hawaiian products might, with adequate transportation facilities, be placed in that market for exchange with the lumber, grain and manufactured articles of the great Northwest.

On its own part, the United States Government will have an exhibit partly selected from that now at St. Louis. The Act provides for drawing from the treasures of the Smithsonian Institution and various Federal departments to enrich the national display at Portland. Hawaii, as already shown, has the privilege of resting right under the wing of the American eagle, so that the isolation of the Territory which the St. Louis management at times threatened, during negotiations for a site carried on by our authorities, is rendered entirely impossible.

D. L.

## HOW THE JAPANESE WON THE BATTLE OF VAFANGOW

LIAO YANG, June 18.—(Delayed in transmission.)—The Japanese continued to press the Russian forces returning from the battle of Vafangow on the night of June 16th. They had remained at Vafangow all day and at night persistently pushed forward and tried to get around the Russian right wing, which had borne the brunt of such heavy fighting the previous day.

A terrific thunderstorm burst at night rendering the roads almost impassable.

Further details of the fighting on June 15th show that the Russian advance on the Japanese position, when it was hoped that Lieutenant-General Stakeberg would drive back General Nodzu's army, was a most brilliant affair. Soon after dawn the Japanese were discovered in strong force on a hill north of Dyalwo. The infantry was well entrenched and supported by artillery. The Russians left was thrown forward, with reserves to clear the hill. They had a little over a mile of open country to cross, their only cover being two small hills and two shallow valleys. The Japanese concentrated a deadly fire as soon as the Russians reached the open.

Over the hill the Japanese threw shrapnel, which burst with deadly effect. Some squadrons suffered every officer killed and half the men wounded.

The battle then became a hand-to-hand fight with stones and gun butts, and the remainder of the Russians, taking advantage of this diversion, gained the shelter of a neighboring ravine, but were unable to hold the position in the face of the rain of shells and shrapnel concentrated there by the Japanese batteries.

The Japanese heavy guns silenced the artillery supporting the Russian attack. Thirteen of the Russian guns were smashed to atoms and their horses killed. A majority of their gunners were killed or wounded.

The Japanese at this moment delivered their main attack. The whole division was thrown against the Russian center and two divisions around the right flank. The hard-pressed right held out until 21 o'clock in the morning, when two regiments rushed to its assistance. The whole force then advanced cheering and actually rolled the Japanese advance back, but

General Nodzu poured in fresh troops, regiment after regiment.

The Russian commander saw that he was being enveloped and rallied his reserve and retired in order.

SMUCHEN (Manchuria), June 20.—The Japanese artillery at the battle of Vafangow included heavy siege guns using lydite and sweeping the whole battlefield. The Japanese suffered tremendous losses in turning the Russian right, one battalion of the Twenty-sixth Regiment being annihilated.

The hospital station at Vafangow was repeatedly struck by the enemy's shells, which mutilated the Russian wounded.

NO SOLDIERS COULD WITHSTAND JAPANESE.

NEWCHWANG, June 20.—A Russian officer who was wounded in the battle at Vafangow (Telissu) told a press correspondent that the losses on both sides were severe. He places the Russian casualties at the least as 7000. He says no soldiers in the world could withstand the Japanese as they have been fighting lately. Their artillery fire, he claims, is marvelously effective. The Russians fought stubbornly, desperately, but were unable to withstand the enemy's dashing persistency.

JAPAN SEEKS TO END WAR?

ST. PETERSBURG, June 20.—An interview with Baron Suyematsu published in Paris and suggesting that Japan is willing to accept the mediation of a power equally well disposed to Russia and Japan, while regarded as a tentative utterance, attracts much attention, coming from Marquis Ito. It is generally interpreted as meaning that Japan is shrinking before the prospect of a long, exhausting war. Government officials do not show the slightest disposition, however, to relax their position, the sentiment being that having been forced into the war and driven to make heavy sacrifices, to stop just now, when Russia is prepared to accomplish something, is quite impossible.

DEVELOPING and PRINTING

A Specialty.

Good Work Guaranteed

Hollister Drug Co.

FORT STREET

Buyers spoke by authority, and the American Embassy is disinclined to discuss the matter, and to suggest that if a mediator is wanted, the United States fulfills the condition prescribed by Baron Suyematsu.

## EASTERN STARS ENJOY MOONLIGHT DANCING

The moonlight excursion and dance which was given Tuesday evening at Pearl Harbor by Leah Chapter No. 2, Order of the Eastern Star, was a great success. The special train left the depot at 7:30 with a jolly party of about two hundred Eastern Stars and their friends on board.

The pavilion was handsomely decorated with Japanese lanterns and presented a beautiful sight as the train neared the harbor. The Ellis Quintette Club furnished the music for dancing and dainty refreshments were served throughout the evening.

At 11:30 the train left for Honolulu and on arrival was met by special electric cars. The pavilion at the water's edge is certainly an ideal spot for an affair of this kind and many expressed a wish to enjoy such another evening shortly, as the Eastern Stars certainly know how to entertain.

## EX-GOVERNOR BAKER VISITING THE CITY

Col. John T. Baker, the last Governor of the Island of Hawaii under the monarchy, is in town as a witness in one of the Parker Ranch suits. He says that ranching at Waimea, in which he is now engaged, agrees with him splendidly and he does look as if it did. Yesterday he met a former colleague of the Legislature of 1890 and another acquaintance of that time both at once at the front of the Judiciary building, which caused him to remark on the few old friends he met since his arrival last Saturday.

"Just one yesterday, and you two today," he said as his stalwart frame shook with boyish mirth. Then he repeated a piece of raillery which he uttered in English at the close of a long native harangue in the Legislature one day, and his former colleague laughed heartily as he said he remembered the incident. The other old friend, though not a member of the Legislature, was the only one present who understood the sally when it was uttered, for it was directed at himself and borrowed from a story told at his expense by the late Paul Neumann under Mr. Baker's roof in Hilo.

There are few Hawaiians today who look to be chiefs on the model of the older time, imposing in physique and commanding in demeanor, so strikingly as does Col. Baker. His late brother, Robert Hoapili Baker, a Governor of Maui, was the model for the Kamehameha statue.

Henry Peters will succeed S. K. Kalanipoli as land patent clerk.

Miss Kate Kelley, whose resignation of the chief clerkship in the Secretary's office was tendered to take effect yesterday, remains at her desk a matter of ten days more to complete records.

Her successor will not be announced at present. Miss Kelley was confidential stenographic clerk to President Dole under the Republic of Hawaii and with the starting of the Territory passed by an easy transition into the office of the Secretary, where she was chief of a considerable staff that compiled the archives for a long period. The results of this work are to be seen in shelves full of typewritten volumes bound and back-titled. Miss Kelley was the appointed news medium between the old executive council and the press reporters, in which capacity her courtesy and intelligent assistance are gratefully remembered by those of the old guard still on deck.

## FOR PUBLIC CONTRACTS

Gen. H. Childs, 60 days.....\$1,995.00  
F. H. Redward, 35 days.....1,565.00  
Thos. L. Andrews, 55 days.....1,562.50  
Jared G. Smith, 90 days.....1,500.00  
J. A. Aheong, 40 days.....1,500.00  
H. F. Bertelmann, 45 days.....1,497.00  
Henry Diefries, 30 days.....1,474.00  
Ira Eskew, 45 days.....1,455.00

Road from Kipapa to Waikakalaua, Oahu:

C. B. Dwight, 140 days.....\$19,940.00  
Wilson & Dugan, 180 days.....14,800.00  
A. A. Wilson, 100 days.....12,950.00  
L. M. Whitehouse, 180 days.....11,955.00

Tenders for public works involving an aggregate expenditure of nearly \$20,000 on this island were opened at the Public Works Department yesterday. For two buildings at the Federal Experiment Station, donated by the Territory, Jared G. Smith, director of the station, put in bids. It will be noticed, in the figures below, that the bidding for a fireproof structure was close while that for both a cottage and a road was wide:

Fireproof offices, laboratory, etc., Hawaii Experiment Station:

J. A. Aheong, 75 days, \$3450; concrete, \$3750.  
Geo. H. Childs, 90 days, \$2920; concrete, \$3217.

Jared G. Smith, 120 days, \$4,000; concrete, \$3,554.

H. F. Bertelmann, 120 days, \$2760.  
Wm. T. Paty, 65 days, \$2530; concrete \$2300.

Chef's cottage, Hawaii Experiment Station:

SUMMER COMPLAINT is the children's most dangerous enemy and the mother's most dreaded foe. Immediate and proper treatment is always necessary. Chamberlain's Colic, Cholera and Diarrhoea Remedy, given according to directions, is the most effectual remedy known. For sale by all dealers and druggists. Benson, Smith & Co., Ltd., agents for Hawaii.

Elmer Percy, an oiler on the steamer Ariaman, had three fingers crushed in the machinery of the vessel yesterday. He was taken to the Queen's Hospital and had one of his fingers amputated.

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# FIGHTERS OF PESTS

## Agriculture Bureau Gets Supply From Koebele.

Results of Prof. Koebele's investigations in Australia arrived yesterday on the steamship Aorangi in the shape of insects consigned to the entomologists of the Bureau of Agriculture. This is the first shipment of insects to be used in the endeavor to exterminate leaf hopper and other pests injurious to island sugar cane.

Prof. Koebele wrote from Brisbane at which time he stated that he and Prof. Perkins were determining on the cane districts they would visit in quest of insects to prey upon leaf hopper, and also intimated that it may be months before he can select just the proper kind of parasites for use here. In the meantime he stated that he would continue to send on different species.

The meeting of the Board of Agriculture, attended by L. A. Thurston, president; W. M. Giffard, C. T. Holloway and James Dole, was devoted largely to discussion of the report of Superintendent of Forestry Hosmer on the forestation of certain sections of Kauai. In the official report of his recent visit to Kauai, Mr. Hosmer stated that back of Hanalei there were lands of the government, the leases on which would shortly expire, and he recommended reserving portions of the land for forestation. Mr. A. S. Wilcox would also join in setting apart certain of his lands for forestation if this was done on government tracts. At Keala, the maula portion of the government land was recommended. Mr. Spalding was willing to set aside portions of his holdings for forestation in this connection.

Superintendent Hosmer reported that he would leave next week for Hilo to look over the proposed Hilo forest reserve.

Mr. Thurston announced the engagement of Prof. Craw, the eminent entomologist, who was now engaged in entomological work in California, for the local bureau. He had been apprised that the professor had accepted the offer of the Board and might be expected here in August.

Mr. Thurston described Prof. Craw as a man of most systematic habits in his entomological work, and he was evidently a man of considerable executive ability.

A resolution was adopted by which, with the consent of the Governor, sections of various Hawaiian woods will be sent by transport to the Bureau of Forestry at Washington, as a gift from the local bureau.

## SANITATION LAST MONTH

### Dr. Pratt Represents Inspection Force Overworked.

Dr. J. S. B. Pratt, city sanitary officer and inspector of cemeteries, in his report for the month of May to the Board of Health, says:

"Nine complaints of nuisances were lodged. All were investigated and all except one found to exist and were abated.

"Four 24-hour notices were served and the notices complied with.

"Three deaths were investigated and a post mortem ordered in one instance.

"Twenty recommendations for hotel, restaurant and lodging house licenses were issued during the month and 1143 adults can be lawfully lodged in the buildings. Three recommendations for licenses held over from previous months on account of sanitary conditions were issued and 270 adults can be lawfully lodged under these licenses. Two are still held over from previous months and four from this month.

"There were 50 inspections of graves made. In the King street Catholic cemetery three coffins were exposed and two burials in water.

"Nine permits to keep swine and 26 permits to keep ducks were issued.

"Samples of water from three different sources at Kaneohe were obtained and given to the Food Commissioner for analysis. The water supply of the Moiliili district was also taken up in conjunction with the Food Commissioner.

"On May 25, a Chinaman was arrested by Inspector Durao for poaching fish. The Chinaman was fined \$10 and costs.

"The proposed tannery of the Metropolitan Meat Co. was investigated and the locations and plans approved, a special report being made to you.

"A case of measles that developed at the Insane Asylum was removed to the

Kaihi quarantine hospital.

"A number of inspections were made of the new fish markets to be started by the Live Fish Company.

"Several pig pens and locations for new pig pens were examined in company with Inspector Hall and advice given in each case.

"Early in the month, on account of the cutting down of the inspectors' force from 12 to 8, it became necessary to redistrict the whole city. The force as now detailed is as follows: Paul Smith, No. 1; J. F. Visher, No. 2; J. Vivichaves, No. 3; J. F. Durao, No. 4; T. W. Carroll, No. 5; J. S. Fox, No. 6; F. R. Nugent, No. 7; W. F. Hall, No. 8; Pig and Duck Permits.

"These eight men are supposed to cover the same amount of territory as twelve men did before, but if the same amount of fumigation, disinfection and hospital work has to be done this month, I would advise that the inspection of certain portions of the city be abolished, so that the men do more thorough work in the most important sections."

## PATTERSON GONE NORTH

### Not Coming to Honolulu—King and Milburn's New Detail.

According to information indirectly received by Prof. W. D. Alexander, of the United States Coast and Geodetic Survey, the item copied by the Advertiser from the San Francisco Chronicle, to the effect that the survey steamer Patterson sailed for Honolulu on June 10, must have been incorrect.

Prof. Alexander has been informed that the Patterson's destination was the Aleutian Islands, where she was going to survey a harbor. The non-arrival of the Patterson here would indicate that this news is correct. This is a disappointment for Hawaii, as it had been expected that the vessel was coming soon to remain over winter in the waters of this Territory.

Messrs. King and Milburn, who surveyed Hanapepe harbor, Kauai, have been attached to the survey steamer Gedney, engaged in surveying San Juan Straits in the Northwest. Prof. Alexander expects that these gentlemen will later be detailed for further work in Hawaii.

## LISIANSKI ISLAND MAY BE DEVELOPED

Shugeyo Tsunetalo, leader of the Lisianski Island bird poachers, underwent an examination by Acting Governor Atkinson yesterday afternoon. He told of the sinking, at her anchorage, of the schooner Aju, leaving the party stranded on the island.

The steamer Tayyo Maru called at the island and left some provisions for the bird-skimmers. Shugeyo said the steamer took nothing of the island, but one of the party embarked in her. She was just passing and was signalled for relief. The Japanese gave a detailed account of the expedition until its members were rescued from threatened starvation by the revenue cutter Thetis.

Acting Governor Atkinson obtained the information with an eye to making something out of the island for the Territory. He has an idea that it might be leased to some individual or firm that would be willing to pay for the privilege of killing the birds for their plumage.

## PUBLIC RECORDS EXPOSED TO RISK

A large safe recently installed in the Auditor's office protects the more valuable of the records, but a variety of documents of which the loss would be embarrassing must still be kept in wooden receptacles. The Audit department in this respect is not singular. There is not a branch of the Territorial Government which has not a large amount of documentary accumulations of more or less importance exposed to risk.

CHRONIC DIARRHOEA—For several years during the summer months I have been subject to looseness of the bowels, which quickly ran into a very bad diarrhoea and this trouble was frequently accompanied with severe pain and cramps. I used to call on doctors for my trouble but it became so regular a summer affliction that in my search for relief, I became acquainted with Chamberlain's Colic, Cholera and Diarrhoea Remedy, which proved so effective and so prompt that I came to rely exclusively upon it and what also happily surprised me was that while it almost instantly relieved the cramps and stopped the diarrhoea, it never caused constipation. I always take a bottle of it with me when travelling. H. C. Hartman, Anamora, Iowa U. S. A. For sale by all dealers and druggists. Benson, Smith & Co. Ltd. agents for Hawaii.

"Samples of water from three different sources at Kaneohe were obtained and given to the Food Commissioner for analysis. The water supply of the Moiliili district was also taken up in conjunction with the Food Commissioner.

"On May 25, a Chinaman was arrested by Inspector Durao for poaching fish. The Chinaman was fined \$10 and costs.

"The proposed tannery of the Metropolitan Meat Co. was investigated and the locations and plans approved, a special report being made to you.

"A case of measles that developed at the Insane Asylum was removed to the

## NEW INSANE ASYLUM PLANS ARE SUBMITTED

### Dr. Cooper at American Medical Association ---Mr. Pinkham Thinks Market Business Overdone--Various Health Matters.

(From Thursday's Advertiser.)

President L. E. Pinkham, Dr. W. H. Mays, Mark P. Robinson, John C. Lane, Fred C. Smith and Attorney General Lorin Andrews constituted the Board of Health for yesterday's session, the first in a fortnight. C. Charlton, secretary, and Miss Mae Weir, stenographer, were in attendance. Dr. H. C. Sloggett, medical superintendent of the Insane Asylum, and B. F. Beardslee, architect, were present to confer with the Board over plans for the new buildings of that institution.

#### LUMBER CONTRACTS.

In his statement of business submitted, the president said:

"The City Mill Co. has in the most considerate manner withdrawn its bid on lumber thus avoiding a question liable to produce friction. I wish to register my personal appreciation of the act."

It was voted that the contracts for lumber be awarded to the lowest bidders remaining.

#### LEAVE OF ABSENCE.

President Pinkham's action in the following stated matter was approved:

"Plumbing Inspector E. G. Keen is directed by his physician to request a leave of absence for two months, which request, subject to your approval, has been granted with the promise that he shall furnish a temporary substitute free of expense to the Board. I have appointed James Nott, Junior, as such substitute and request he be confirmed."

#### SCHOOL GIRLS INSPECTED.

Dr. Mary F. Barry reported having

inspected 204 girls in Honolulu public schools. Of 60 vaccinated 49 cases were successful and 11 unsuccessful. Certificates of health were issued to 200, while four were refused.

On motion the report was accepted and the payment of Dr. Barry's salary of six months authorized.

#### NEW COMMISSIONS.

The President having called attention to the fact that the titles of many of the officials of the Board had been changed by the Legislature, on his recommendation it was voted to issue new commissions dating from July 1, 1904, to all except Government physicians.

#### VARIOUS MATTERS.

President Pinkham reported that while soliciting funds for Honolulu's celebration of the Fourth of July, contributions to the amount of \$77.50 had been "forced" upon him for a celebration of the Fourth at the Lepre Settlement. Acting Governor Atkinson was interesting himself in obtaining additional funds for this purpose.

The report of the city sanitary officer was read and accepted.

Mr. Lane was granted further time for the committee on pasturage at the Settlement.

Inspector Hall's report told of 11 pigs ordered removed and five permits issued to keep swine, the number of the animals allowed thereunder being 112.

#### PESTILENCE IN ORIENT.

Dr. L. E. Cofer, chief quarantine officer, by letter informed the Board of health conditions in the Orient as follows:

## N. Y. TRIBUNE WANTS HAWAII TO KEEP ITS REVENUES

Following is from the New York Tribune editorial page of June 13:

After all the hints that have come from Hawaii of aspirations for Statehood, and all the complaints that have come from Porto Rico—or perhaps more often been made here in behalf of Porto Rico—because that island has not been erected into a Territory as an integral part of the Union, it is interesting to note some remarks just made in Washington by Governor Carter of Hawaii. Mr. Carter lays great stress on the exceptional situation and special needs of Hawaii which are not met by the treatment which Congress is able to give it as an ordinary Territory. He says:

"The transfer of our customs receipts to the Washington government has so crippled our revenues that we have had to reduce expenses fully one-third."

Will the sentimentalists who lament the wrong done by special tariff systems for outlying islands held not to come within the uniform tax rule of the Constitution please note that complaint. Hawaii is enjoying the fruits of the constitutional tariff. It is not, like Porto Rico, subjected by our tyrants of protection to a different revenue law, from that which they enact for themselves. Yet it suffers from that benevolent equality which has been so loudly demanded in the name of human freedom and the sacred codfish. So would Porto Rico suffer if the prayer of some of its professed friends were granted and its status as a separate estate were changed.

As an integral part of the United States, Porto Rico would be compelled to give not only the customs duties but the internal revenue imposts over to the United States Treasury, and depend for its local needs on direct taxes and such charity as it could beg from Congress on the plea of public improvements of use to the federal government. Now Porto Rico has the benefit of the revenues raised in the island, and, moreover, is able to adjust them to the financial circumstances of its inhabitants. It is not compelled to tax the peasant's cigar at

four or five times its selling price there. The taxes are adjusted to local wages and prices as they could not be if the island was brought under the Constitution. How the constitutional taxes in Hawaii harmonize with local prices we are not informed, but apparently the authorities at Honolulu would be glad to exchange some of the privileges of union for a chance to keep the customs receipts in their own Treasury.

The incident emphasizes the truth which we have often pointed out—that the situation of these outlying islands is so peculiar as to forbid all thought of ever erecting them into States. They have their special needs which require federal legislation impossible with reference to States. They want all their revenues at home, and are not prepared to bear a share of the nation's financial burdens. They are of such importance, naval and military, that no division of authority in them should be permitted, but the complete control should remain in the federal government. They are so apart from the continent that they could not wisely take a hand in governing us. Their representatives, like those of Martinique in the French Chamber, would do little to secure really wise legislation for their own islands, but would be a contingent to vote on continental affairs as mercenaries, not necessarily corruptly moved, but controlled by other reasons than convictions founded on knowledge of and interest in the matter at issue.

#### The Deutschland's Price.

BERLIN, June 5.—Concerning the Hamburg-American liner Deutschland negotiations have taken place indeed with Russian shipping company. But the Hamburg-American line intentionally demanded such a high price (twenty million marks) that the sale could not be effected. The Deutschland is now at New York and filled up with passengers for Bremerhaven. On June 23 she will return with passengers to New York and remain altogether in the German-American service.

#### CHRONIC DIARRHOEA.

—For several years during the summer months I have been subject to looseness of the bowels, which quickly ran into a very bad diarrhoea and this trouble was frequently accompanied with severe pain and cramps. I used to call on doctors for my trouble but it became so regular a summer affliction that in my search for relief, I became acquainted with Chamberlain's Colic, Cholera and Diarrhoea Remedy, which proved so effective and so prompt that I came to rely exclusively upon it and what also happily surprised me was that while it almost instantly relieved the cramps and stopped the diarrhoea, it never caused constipation. I always take a bottle of it with me when travelling. H. C. Hartman, Anamora, Iowa U. S. A. For sale by all dealers and druggists. Benson, Smith & Co. Ltd. agents for Hawaii.

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Hongkong, two weeks to May 26—Small-pox cases 2, deaths 2; Plague cases 27, deaths 52. Amoy—Numerous cases. Shanghai, two weeks to May 28—Small-pox cases 18, deaths 6. Kobe, two weeks to June 3—Clean. Yokohama, two weeks to June 5—Clean.

#### NEW ASYLUM PLANS.

Mr. Beardslee of Beardslee & Gill, architects, spent some time with the Board explaining the detailed plans of the new Insane Asylum buildings, in which many new features were revealed.

Two buildings are to be erected this year, in addition to the executive cottage at present nearing completion. Both will be of two stories, constructed of concrete. The main building is to be erected behind the present one, and the women's building behind the corresponding old structure. When they are finished, the old buildings will be torn down. As soon as the executive cottage is completed Dr. Sloggett will move into it, and his present quarters be used as a ward during construction of the larger buildings. Next year it is proposed to erect the third ward. The two buildings now planned will have accommodation for 250 inmates and when the third ward is built the asylum will have a capacity of 300 persons.

Mr.



**THE OLD RELIABLE**  
**ROYAL**  
  
**BAKING POWDER**  
**Absolutely Pure**  
**THERE IS NO SUBSTITUTE**

ARRIVED.

Tuesday, June 28.  
 S. S. Coptic, Armstrong, from San Francisco, at 12 noon.  
 Ger. bark Charlotte, Gruhe, 125 days from Bremen, at 8 a.m.  
 Am. bark Olympic, Evans, 12 days from San Francisco, at 10 a.m.  
 Stmr. Mauna Loa, Simerson, from Lahaina, Maalaea, Kona and Kau ports at 4:45 a.m. with 4128 bags sugar, 32 head cattle, 90 bags taro, 133 bags hides, 37 pigs, 11 crates chickens, 28 kegs butter, 8 bags coffee, 61 bunches bananas, 17 crates fruits, 30 bags ginger, 13 boxes and 200 packages sundries.  
 U. S. gunboat Wheeling, Fox, from Pago Pago, at 8:30 a.m.  
 S. S. Aorangi, from Sydney, Brisbane and Suva, arrived off port at 9 p.m.

Wednesday, June 29.  
 Stmr. Likelike, Naopala, from Maui and Molokai ports, at 1 a.m.

Stmr. Mikahala, Gregory, from Kauai ports, at 5:05 a.m. with 55 bags bran, 240 bags rice, 16 bundles skins, 164 bales wool, 3 bulls, 2 horses and 116 pkgs. sundries.

Stmr. Ke Au Hou, Tullett, from Kilauea, Anahola and Koloa, at 8:15 a.m. with 1 box fish, 4 boxes merchandise and 3 trucks.

Stmr. Mau, F. Bennett, from Kawaihae, at 6 a.m. with 11,540 bags sugar and 75 head cattle.

S. S. Argyl, Gilboy, with oil, from San Francisco, at 7 p.m.

Thursday, June 30.  
 Stmr. J. A. Cummins, Searle, from Koolau ports, at 10:30 a.m.

Stmr. Nihau, W. Thompson, from Kauai, Napoopoo, Punaluau, Honuapo, Honoka and Kukuihae, at 5:10 a.m. with 2068 bags sugar, 9 koi logs, 4 cords firewood, and 5 pkgs. sugar.

DEPARTED.

Tuesday, June 28.  
 Stmr. Kinau, Freeman, for Hilo and way ports at noon.

Stmr. W. G. Hall, S. Thompson, for Kauai ports at 5 p.m.

Stmr. Claudine, Parker, for Maui ports at 5 p.m.

Stmr. Kauai, Bruhn, for Lahaina, Kaanapali, Honolulu, Makena, Kihei, Maalaea, Honoka and Kukuihae at 5 p.m.

Schr. Ka Moi, for Honolulu and Koolauhae at 3 p.m.

Schr. Lady, for Koolau ports at 1 p.m.

Schr. Lavinia, Weisbarth, for Layman Island may sail today.

Wednesday, June 29.

S. S. Aorangi, Phillips, for Victoria and Vancouver.

S. S. Coptic, Armstrong, for the Orient at noon.

Stmr. Likelike, Naopala, for Maui and Molokai ports and Kawaihae at 5 p.m.

Thursday, June 30.

Stmr. Mikahala, Gregory, for Kauai ports, at 5 p.m.

Am. schr. Rosamond, Farnald, for San Francisco, at 10:30 a.m.

Schr. Lavinia, Weisbarth, for Layman Island and French Frigate Shoals, at 11 a.m.

MAKAWELL.

Departing, June 29—Am. bk. Edward May, Hanson, for San Francisco.

HILO.

Departing, June 26—Am. bk. St. Katherine, Saunders, for San Francisco.

PASSENGERS.

Arrived.

From Kau, Kona and Maui ports, per stmr. Mauna Loa, June 28—From Kau: Miss Grace Fogg, Miss McSwain, Miss P. Anderson, Chas Sheppard and wife, Mr. von Tempster, Lee Seck, Lee Gun Chong, C. J. Fisher, T. E. Robinson, Miss N. B. Enoch, Miss Caroline Pierce, Miss Abbie Kekaula, Miss de Carvo, Miss de Lima. From Kona: W. Wolters, H. E. Highton, Hon. W. S. Edings, J. A. Maguire and child, Miss J. B. Massey, M. F. Scott, E. A. C. Long, F. Buchholz, Miss F. Rathburn, Mrs. W. McWayne, J. D. Paris and son, D. Kaupiko, Miss Kaupiko. From Maui: Hon. S. Kellinol, Miss M. Mori, C. W. Baldwin, D. B. Murdoch and 62 deck.

Per stmr. Maui, June 29, from Kawaihae—J. E. Higgins.

Per stmr. Mikahala, June 29, from Kauai ports—Paul Isenberg, Mrs. W. Peterson, Miss J. Johnson, E. K. Bull, G. Hageman, Miss M. Mossman, Miss Mahlum, J. H. Cone, Yee Shong, Miss C. Rose, R. M. McCauley, George Allen, R. Fukumoto, D. Rowen, F. L. Hosmer, R. S. Hosmer, Father Adalbert and 55 deck.

From Maui and Molokai ports, per stmr. Likelike, June 29—Puna Kahuli, C. E. King, Miss Lucy Fountain, Mrs. Fountain, Miss Fanny Trask.

Departed.

Per stmr. W. G. Hall, June 28, for Kauai ports—Charles W. Girvin, Miss Emma Dienert, Mrs. Rosenfeld, C. A. Rice, George Munden, Mrs. T. Sorenson, Miss E. M. Damon, Father Sylvester, Miss J. M. Damon, Miss Freda Dienert J. McLaughlin.

Per stmr. Kauai, June 28, for Hamakua ports—Misses Jordan, Mr. Horner.

Per stmr. Likelike, June 27, for Lahaina—C. Conradl, Miss M. Bortfeld, Mrs. Bortfeld.

Per stmr. Claudine, June 28, for Maui ports—Captain Soule and wife, A. C. Alexander and son, Miss E. Kamaaina, Miss R. Bunnell, Mr. Eno, J. M. Vira, Mrs. Kirkland, Mrs. D. H. Davis, W. O. Smith and wife, John McGehee, John Abreau, George E. Miner and wife Mrs. Fisher, Miss Fisher, W. H. Smith and wife, Manuel Feltreia, Joe Feltreia, J. K. Kalama, Master J. Goldstein, Mr. William Hopman, Miss M. von Seggern, Master W. von Seggern, Miss H. Stender, Miss A. Wittrock, Joe Barba, C. B. Wilk, F. C. Bet-

# JAPANESE LOSSES DURING THE RAID

## SAILING SHIPS SUNK.

TOKIO, June 19.—The remarkable raid of the Russian Vladivostok squadron. Evidently is over. The squadron disappeared yesterday off Cape Henash, steering to the north and it has not been reported since. It is assumed to be returning to Vladivostok. Whether or not a portion of Vice-Admiral Kamimura's squadron is awaiting the Russians off Vladivostok is a carefully guarded secret. Assuming that Vice-Admiral Kamimura dispatched some of his vessels to Vladivostok when he learned that the Russian squadron was off Iki island, these ships would have ample time to arrive there ahead of the Russians, and will be ready to give battle. The weather has been foggy, and thus condition has been against the Japanese.

It is reported that the raiding Russians captured a British steamer laden with coal, bound south from the island of Yezo, and sent her to Vladivostok with a prize crew, but the report is not confirmed by the Japanese Navy Department.

## THREE WERE OVERHAULED.

The transports Sado, Hitachi and Izumi were the only ones overhauled by the Russians. Japan had thirteen transports in and near the strait of Corea the morning the Sado and the Hitachi were caught and she was fortunate that only the three ships mentioned were overtaken by the enemy.

It is impossible to obtain complete facts concerning the sinking of the Hitachi. She evidently failed to stop when signaled to do so by the Russian vessels. The claim is made that Captain Campbell, the English master of the Hitachi, refused to stop and planned to ram the Russian, but this is denied. It is said that the Japanese officers on board the Hitachi, declined to surrender and required Captain Campbell to keep his ship going. The assertion that the Russians fired upon the lifeboats in which men were escaping from the Japanese transport has not been fully substantiated.

## KAMIMURA CRITICIZED.

The raid of the Vladivostok squadron has brought an unwarranted amount of criticism upon Vice-Admiral Kamimura from the Japanese, and his failure to catch the Russians, in the fog off Gensan, Corea, when the Japanese transport Kinshu was sunk on April 26th, with a loss of about 200 men, has been recalled. Some officials even declare that if Vice-Admiral Kamimura fails to catch the Russian vessels before they reach Vladivostok he should either resign from the navy or commit suicide. The popular demand for his replacement is growing, but the public is without information as to the nature of his orders or the plans of the naval campaign, and fails to make allowance for the limitations of conditions.

Vice-Admiral Kamimura's squadron was lying off Tsu island when the raiding Russians reached Okino island. He immediately started in pursuit of the enemy, but rains obscured the sea, and an electrical storm interfered with his system of wireless telegraphy. Vice-Admiral Kamimura is a splendid officer and the only possible indictment against him is one of lack of good luck. The Japanese generally magnify the importance of this Russian raid, which has no material effect upon the war. It was a desperate venture, and it is believed here to have succeeded only through blind luck.

The losses of the three transports, the tonnage of which aggregating about 15,000 tons consisted of a portion of the troops and crews, a large quantity of war material and the railway plant.

"On June 16th our squadron met the British steamer Allanton, which was proceeding south with a cargo of coal from the port of Mourorun, Island of Hokkaido (the administrative name of the Japanese island of Yezo).

"The lack of clearness in her papers and the irregularity of her log excited suspicion concerning the neutrality of her cargo. The steamer therefore was sent to Vladivostok in charge of a detachment of soldiers commanded by Lieutenant Pitroff. She has arrived at Vladivostok, where a prize court will consider her case."

The British steamer Allanton, Captain Clark, sailed from Penarth, Wales, February 20th, for Sasebo, Japan, and arrived there May 21st.

It is reported that Rev. G. L. Pearson will not return here another year. He is said to desire a change to the mainland. Mr. Pearson is one of the most useful and acceptable ministers in town and his going will be regretted by the Christian public generally.

## EMERGENCY RATION

A man has lived forty days without other food than his own fat.

Fat is man's emergency ration. The fat is stored in convenient hollows all over the body against the day of necessity.

Consumption makes heavy demand on the storage of fat. Nature uses fat to fight the disease. The crying need of the consumptive is fat.

Scott's Emulsion contains the best fat to be had, next to human fat itself. Scott's Emulsion is a natural substitute for human fat. It prevents waste. It furnishes the consumptive with nature's own weapon for fighting the disease.

We'll send you a sample free upon request.

SCOTT'S EMULSION, 20 Pearl Street, New York.

## FORECLOSURES.

MORTGAGEE'S NOTICE OF INTENTION TO FORECLOSE AND OF SALE.

MANOEL DE SOUZA AND WIFE.

Notice is hereby given that by virtue of a power of sale contained in that certain mortgage dated the 18th day of

September, A. D. 1899, made by Joseph Fernandez, and Mrs. M. Fernandez, his wife, of Honolulu, Island of Oahu, Territory of Hawaii, to William C. Achi, which said mortgage is of record in the Registry of Conveyances in Honolulu aforesaid in Liber 199 on pages 113 to 116, and which said mortgage was duly assigned to Cecil Brown, Trustee, by document dated September 18th, A. D. 1899, and of record in Liber 199, on page 116, the said Cecil Brown, Trustee, assignee as aforesaid, intends to foreclose said mortgage for breach of the conditions in said mortgage contained, to wit, the non-payment of the principal and interest when due.

Notice is also hereby given that all and singular the lands, tenements and hereditaments in said mortgage described, will be sold at public auction at the auction room of James F. Morgan, on Kaahumanu street, in Honolulu aforesaid, on Saturday, the 30th day of July, at 12 o'clock noon of that day.

The property covered by said mortgage is Lot 15 in Pawaia Tract, Honolulu aforesaid, as more fully appears in a Map of said Tract recorded in Liber 178 on pages 304 and 305, and more particularly described as follows:

Beginning at the East corner of this Lot, being the North corner of lot 15, and running as follows:

1. S. 19° 43' W. 144.2 feet along Lot 15;

2. N. 63° 52' W. 76 feet along Lot 18;

3. N. 19° 43' E. 145 feet along Lot 17;

4. S. 63° 32' E. 76 feet along Beretania street to the initial point, containing an area of 10,483 square feet, more or less; and being the same premises conveyed to said mortgagor by deed of W. C. Achi, dated September 7th, 1899, and recorded in Liber 198, on pages 393 and 394.

TERMS: Cash, United States Gold Coin.

Deeds at the expense of the purchaser.

Dated Honolulu, June 28th, 1904.

CECIL BROWN, TRUSTEE,

Assignee of Mortgage.

For further particulars apply to Cecil Brown, Trustee, Assignee of Mortgage, at his office, 97 Merchant street, Honolulu.

2603—July 1, 8, 15, 22, 29.

## NOTICE OF INTENTION TO FORECLOSE AND OF SALE.

JAS. A. ALLEN.

Under and by virtue of the power of sale contained in that certain mortgage, dated June 2, 1899, made by and between James A. Allen of Honolulu, Island of Oahu, Territory of Hawaii, as Mortgagor, to Samuel C. Allen, of said Honolulu, as Mortgaggee, and of record in the Hawaiian Registry of Conveyances in Book 160 on pages 446-448, which said mortgage was duly assigned by the Executrix under the Will of said S. C. Allen, deceased, to Allen & Robinson, Limited, a Hawaiian corporation, by an instrument dated June 2, 1904, and of record in said Registry in Book 259 on pages 146-148, and which said mortgage was further assigned by said Allen & Robinson, Limited, to the Hawaiian Land & Improvement Company, Limited, a corporation established and existing under the laws of the Territory of Hawaii, as of record in said Registry in Book 259 on pages 146-148, and which said mortgage was further assigned by said Allen & Robinson, Limited, to the Hawaiian Land & Improvement Company, Limited, a corporation established and existing under the laws of the Territory of Hawaii, as of record in said Registry in Book 259 on pages 146-148, and which said mortgage was further assigned by said Allen & Robinson, Limited, to the Hawaiian Land & Improvement Company, Limited, a corporation established and existing under the laws of the Territory of Hawaii, as of record in said Registry in Book 259 on pages 146-148, and 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